# KING OF FREIGHT THIRD PARTY BROKERAGE

### Carrier Rate Confirmation for PIERCE LOGISTICS LLC IMPORTANT! BOL Upload Key:'17C-JOW'

rder #: 2395296	Type of Truck: Flatbed 48' - TARP REQUIRED		
arrier: PIERCE LOGISTICS LLC	MC #: 1468925		
ick Date: 03/18/24	Delivery Date: 03/18/24		
ick Time: 12:00:00 CST	Delivery Time: 15:00:00 CST		
O #: 134627	Cost information on signature page		
U #: 30413542(HEN) Term: 30 days after receiving proof of delivery			

/eight: 48,000 LBS.

### Shipping From Address

WEST FRASER 609 INDUSTRIAL DR HENDERSON, TX 75652 903-657-4575

### **Shipping To Address**

Doman Lumber Company 13336 Hwy 75 North WILLIS, TX 77378 936-890-1173

#### elow is who King of Freight is paying for carrier services (PAYEE):

OBE SERVICES O BOX 4346 DEPT 22 OUSTON, TX 77210-4346

#### hipping Instruction Requirements

Below is a list of the shipment requirements per load basis provided by our customer to King of Freight. King of Freight is a nird party freight brokerage between our customer and the carrier for this shipment. Failure to meet these requirements could sould in a penalty.

AULING FULL TRUCK LOAD OF LUMBER - TARP REQUIRED IF RAINING OTAL WEIGHT: 48,000lbs OAD TO LEGAL IRIGINAL PAPER WORK MUST BE MAILED TO OUR OFFICE WITHIN 48 HOURS - RATE DEDUCTION IF NOT DONE RIVER MUST OBTAIN ALL PAGES OF BOL FROM SHIPPER OL AND PACKING LIST WILL STATE MATERIAL TO BE PICKED AND DROPPED AT EACH LOCATION. FOLLOW THE ROVIDED INSTRUCTIONS ON THE BOL TO ASSURE CORRECT QUANTITIES AND MATERIAL ARE PICKED AND ELIVERED TO THE CORRECT LOCATIONS. Iease call the receiver with Delivery ETA after pick up. IPDATES ARE MANDATORY AND ALSO APPRECIATED Iease call, Hunter Nation, once loaded, unloaded and with ANY delays. UNTER NATION iell: 316 866-7704 untern@kingoffreight.com

#### **Carrier Agreement Terms and Conditions**

Carrier agrees it is a motor carrier engaged in the transportation of goods for compensation. Carrier further agrees it is in good standing ith state and federal agencies that govern its conduct, it has authority to operate as a motor carrier, it meets all insurance requirements for le shipment, and it is able to safely haul the commodity listed on the product description.

Carrier agrees KOF is not a motor carrier, but has provided brokerage services related to the shipment. These services may include selling rotherwise arranging for transportation of the shipment by the Carrier for compensation. Carrier acknowledges that KOF, at no time, will take ossession of the shipment or transport it.

Carrier agrees that an authorized Carrier representative has read and agrees to the terms of King of Freight's ('KOF') Motor Carrier/Broker greement located on KOF's website home page. The link for the Motor Carrier/Broker Agreement can be found on the front page. Scroll own the page to the tabs in the middle and the link for the 'Carrier/Broker Agreement' is below 'Submit BOL \*New\*' This Rate Confirmation onstitutes an addendum to that Agreement. Unless the Carrier provides KOF with written objections to its terms, prior to accepting shipment, the earlier of within twenty-four (24) hours of receipt or upon work being initiated, Carrier is deemed to have agreed to the terms in the arrier/Broker Agreement and in this Rate Confirmation.

KOF agrees to pay the rates and charges shown above and no different tariff rate or schedule of rates apply.

This rate is contingent upon successful and on-time completion of all load terms presented to Carrier and rate may be subject to reduction if arrier fails to complete any shipment terms and conditions. Rate may be reduced if load picks up or delivers after originally scheduled time nd date. Failure to haul the contracted weight may result in a rate deduction. If Carrier cancels a load that has already been tendered, arrier can be subject to a reduction up to \$250. Failure to adhere to any term or condition may also result in Carrier being reported to online adboards, such as Internet Truckstop, DATS, etc.

Carrier agrees that it will not re-broker, assign, subcontract, or interline shipments without KOF's prior written consent and that if Carrier olates this provision Carrier forfeits its right to be paid for the transportation services in this Rate Confirmation. King of Freight reserves the ght to require the Carrier to produce Elogs in cases where re-brokering or subcontracting is suspected in order to be paid for transportation services.

Carrier assumes responsibility and is liable for any loss or damage to the shipment or related to or arising out of the transportation of this nipment.

Accessorial charges (including but not limited to labor, detention, and/or layover charges) must be authorized and approved prior to or at me of occurrence. KOF will not provide any reimbursement of any non, prior-approved accessorial charges. The Carrier is liable for labor narges, facility charges, crane charges and/or any other loss which is the result of Carrier missing a pickup or delivery appointment time. arrier shall ensure the bill of lading is notated either when handling is required or when detention occurs, that the Carrier obtains applicable celepts, and that both the bill of lading and receipts are included as supporting documents with the Carrier's invoice. All overage, shortage, nd damage must be reported to KOF immediately, at time of occurrence, and noted on the bill of lading.

. KOF's Customer requires that Carrier provide tracking updates for this shipment, through KOF, around the following events: arrival at and eparture from Shipper(s) within thirty (30) minutes of occurrence; a minimum of one check call per day, prior to 10:00am, each day that arrier is in possession of this shipment; and arrival at and departure from Receiver(s) within thirty (30) minutes of occurrence. Any problems r issues with the shipment must immediately be reported to KOF.

D. If Carrier is able to deliver, but refuses to deliver a shipment by the suggested delivery date and time, Carrier agrees to pay KOF a inimum penalty of \$50 for every hour after the suggested delivery time that the Carrier refuses to deliver the shipment. If the Carrier holds a ad in transit hostage and/or demands King of Freight send a new rate confirmation under duress the carrier forfeits its right to be paid for the ansportation services in this Rate Confirmation.

1. If there is damage to the cargo or other property, Carrier agrees to promptly assist and comply with all reasonable requests made by KOF nd/or its authorized representatives with respect to their investigation of the damage comply with all reasonable claim requests from KOF. In uch an instance, Carrier also agrees that KOF may reduce the rate to offset damages. Carrier acknowledges that it is subject to suit for amage or loss to any cargo while the cargo is in Carrier's custody or control. Carrier agrees that any legal proceeding arising out of or in onnection with this shipment shall be brought exclusively in the Sedgwick County District Court of Kansas or the United States District Court ir the District of Kansas at Wichita, Kansas, and that the laws of the State of Kansas will apply.

2. If any legal action, arbitration, or other proceeding is brought by KOF against Carrier related to or arising out of the transportation of this nipment, the other transportation services provided by Carrier, or to otherwise enforce the provisions of this Agreement, KOF shall be entitled recover reasonable attorneys' fees and other costs incurred in that action, arbitration, or other proceeding if it shall prevail, in addition to any there relief to which KOF may be entitled. KOF will only be entitled to such attorneys' fees and other costs if the amount of the judgment ntered in favor of KOF in such action, arbitration, or other proceeding is in excess of the last tender made by the Carrier prior to the proceeding in which the judgment is rendered.

3. Pursuant to the parties Motor Carrier/Broker Agreement, Carrier will provide an amount of active cargo insurance coverage sufficient to over the loss or damage of any commodities and cargo carried. Carrier's cargo insurance policy must not exclude from coverage any ommodities or cargo carried on this order. If Carrier's cargo insurance policy contains a schedule of covered vehicles, Carrier will not ansport any cargo on this shipment using a vehicle that is not listed as a scheduled vehicle on Carrier's cargo insurance policy.

4. Carrier authorizes Broker to offset the full amount of any claim with all monies owed to the carrier.

5. In the event that any provision in or obligation under this Agreement shall be deemed invalid, illegal, or unenforceable in any jurisdiction, revalidity, legality, and enforceability of other provisions in, or obligations under, this Agreement shall not in any way be affected or impaired rereby.

3. King of Freight does not pay detention, layover, or truck order not used (TONU) fees, but will address with customer on a case-by-case asis.

7. Failure to abide by any of the terms and conditions in this agreement may result in a deduction or penalty added.

#### **IMPORTANT NOTICE**

your name is not on "PAYEE," you will not get paid for this load. If you are a factoring company and do not see your ompany name as "PAYEE," please contact KOF for a new rate confirmation. If a rate contract requires original opies, you need to mail the original copies to KOF.

#### **Billing Instructions**

#### \*\*\*KOF now has an online billing system in order to invoice us and receive payment\*\*\*

. To receive payment, please submit the Bill of Lading ('BOL') and any other documentation requested on the rate confirmation r by King of Freight ('KOF') (i.e Scale Tickets, Weight Tickets, etc.).

. The link for 'Submit BOL' can be found on our homepage (www.kingsoffreight.com) by scrolling down to the tabs in the middle f the page.

. You will first need to enter the order number and then enter the BOL Upload Key found on the Rate Confirmation.

. Next, attach the BOL and any other required documentation by clicking 'Choose File' and selecting the file. DO NOT Upload nis Rate Confirmation with the BOL and Other Documents.

. Lastly, enter an email address that you would like the acknowledgment of receipt to be sent to, verifying the upload was uccessful.

#### IERCE LOGISTICS LLC

## **Cost: \$550**

rint Name:

ignature:

Date:

Thank You for doing business with King of Freight! Please Bill Hard Copy to:

#### KING OF FREIGHT THIRD PARTY BROKERAGE P.O. BOX 49170 Wichita, KS 67201

oker: HUNTER NATION Business Phone: 316-440-4822 Mobile Phone: 316-866-7704 E-mail: huntern@kingoffreight.com For Assistance call 316-440-4723 and Press 1 for Accounting or Press 2 for Dispatch

'You must still submit required paperwork through our website (www.kingsoffreight.com), even if hard copy is mailed to address above.



# **BILL OF LADING**

WEST FRASER INC

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ORIGINAL

 Date Printed
 3/19/2024

 Time Printed
 8:19:32 AM PT

#### 30413542 Order # Consignee (Ship To) 1051400 Ship From (Mill/Reload) Sold To 45033 CUSTOMER PICK UP WF-HENDERSON HIXSON LUMBER COMPANY LLC Destination:CPU 609 INDUSTRIAL DR DBA DOMAN LUMBER **HENDERSON TX 75652** P O BOX 816028 USA DALLAS TX 75381 UNITED STATES Place of Lading: HENDERSON, Texas, USA 972-446-9000 Ship No. / Date **Delivery Ph Customer PO Delivery PO Terms of Sale Related Order** 03/19/2024 90070935 134627 Customer Pick Up **Delivering Carrier** SCN SCAC **Notify Party** WFUS HIXSON LUMBER COMPANY LLC-C **Equipment Type** Equip ID Serial # Seal # Tarp Init 48 FLATBED TANDEM Pierce 4 HN 12290 **Shipment Notes:** PTS - Based on 2.23.24 Print #2 Prime CPU Contract Formula FEB PTS Based on 2.23.24 Print Particulars of the Goods Units PCS/Unit Pieces MFBM LB SYP KDHT #2PH S4S 2X12 12, ALS EE DET GRADE STAMPED 480 11.5200 23501 HS: 4407.10.0145 STCC: 2421184 SYP KDHT #2PH S4S 2X12 16, ALS EE DET GRADE STAMPED 352 11,2640 22979 HS: 4407.10.0145 STCC: 2421184 Totals 26 832 22.7840 46480 Mill/Reload WF-HENDERSON **Empty Weight** 0 Shipper LAMAR BROWN 08:17 Time In Load Weight 46479 LB 21083 KG Salesperson MICHAEL SHIRLAND Time Out 00:00 Actual Load Weight 0 Requested Ship Date 3/1/2024 Trailer # Trailer Length Weight Ticket The property described below is apparent good order, except as noted (contents and condition of packages unknown), marked, consigned, and destined as

indicated below, which said carrier (the work carrier being understood throughout this contract as meaning any person on corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this a motor carrier shipment. Shipper hereby certifies that he is familiar with all terms and conditions of the said bill of lading, including those on the back thereof, set forth in classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed by the shipper and accepted for himself and his assigns.

Consignor	1	Carrier	Consignee
Per:	VI	Per:	Per:
~			

3/19/24

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